WIRELESS COMMUNICATIONS TOWER PROPERTY LEASE

UTAH BROADBAND

This Lease Agreement (this "Lease") is dated as of October 1, 2021, by and between Weber County ("Landlord"), and FIF Utah, LLC d/b/a Utah Broadband ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant sufficient area (approximately 49 sq ft 7x7 square) on the tower property located at 4964 N. Powder Mountain Rd, Eden, UT 84310 (see Exhibit A).

**TERM.** The lease term will begin on October 1, 2021 and will terminate on September 30, 2026.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of $600.00, payable in advance on the seventh day of each month. Lease payments shall be made to the Landlord at 2380 Washington Blvd suite #250, Ogden, Utah 84401. The payment address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in the same or better condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for providing wireless Internet Service to residents of the Ogden Valley. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant shall not interfere, impede, or disrupt any existing services provided by other service providers on the County’s property before, during, or after construction.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least $1,000,000.00 for damage or destruction of property in any one occurrence. Tenant shall maintain commercial auto liability insurance on all owned, non-owned, and hired automobiles with a minimum combined limit of not less than $1,000,000.00 per occurrence; and workers compensation insurance as required by law. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by

companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of 5 years per renewal term, unless either party gives written notice of termination no later than 180 days days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times.

**UTILITIES AND SERVICES.** Landlord shall be responsible for all utilities and services incurred in connection with the Premises. Landlord will provide two (120V 20 amp) circuits for tenant’s use and tenant will provide one ethernet connection for landlord’s use in exchange for said circuits.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or any other obligation within 14 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Weber County Community Development Department

2380 Washington Blvd. suite, 250

Ogden, Utah 84401

**TENANT:**

Utah Broadband

14015 Minuteman Dr.

Draper, UT 84020

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Utah.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have affixed their respective signatures hereto.

BOARD OF COUNTY COMMISSIONERS

OF WEBER COUNTY

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

James “Jim” Harvey, Chair

ATTEST:

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Ricky Hatch, CPA

Weber County Clerk/Auditor

FIF UTAH, LLC

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taunya Martin, COO

**Exhibit A**

**(Legal Description of Parcel Number 22-006-0036 Where the Tower is Located)**

PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, US SURVEY BETTER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT FALLS NORTH 0026'18" EAST 691.66 FEET ALONG THE SECTION LINE AND NORTH 89D47'26" WEST 142.38 FEET FROM THE BRASS MOUNUMENT LOCATING AT THE SOUTHEAST CORNER OF SAID SECTION 15, BASIS OF BEARING BEING THAT OF NAD 83 UTAH NORTH STATE PLANE GRID BETWEEN THE SAID SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 15 AND RUNNING THENCE SOUTH 87D30'30" WEST 56.03 FEET THENCE NORTH 88D08'24" WEST 91.67 FEET, THENCE NORTH 00D12'34" EAST 147.60 FEET, THENCE SOUTH 89D47'26" EAST 147.60 FEET THENCE SOUTH 00D12'34" WEST 147.60 FEET TO THE POINT OF BEGINNING. CONTAINS 0.50 ACRES.